

AG Contract No.: KR03-1032TRN  
ADOT ECS File: JPA 03-051  
**Amendment One**  
Project No. HRF- STJ-0-784  
TRACS No. HF084 01C  
Section: 4<sup>th</sup> Street North Reconstruct  
HURF Exchange Program

**AMENDMENT ONE**  
**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
AND THE CITY OF ST. JOHNS

**THIS AGREEMENT** is entered into 25 November, 2004, **Amendment One** to JPA 03-051, AG Contract No.: KR03-1032TRN, filed with the Secretary of State under No. 26476, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF ST. JOHNS acting by and through its MAYOR and CITY COUNCIL (the "City")

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

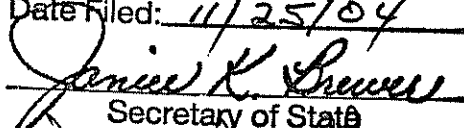
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

The parties agree to amend the above-referenced Agreement to change the amount of Highway User Revenue Funds (HURF) for the construction of improvements to 4<sup>th</sup> Street North for the City of St. John to fiscal year 2004. Funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) in fiscal year 2004.

**Article I, Paragraph 3 is revised in full as follows:**

3. The State has approved the exchange of **\$575,000.00** Highway User Revenue Funds (HURF) in Fiscal Year 2003 to the City for the construction of improvements to 4<sup>th</sup> Street North, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of **\$614,148.00** in Fiscal Year 2004.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 26476 #01  
Filed with the Secretary of State  
Date Filed: 11/25/04  
  
Secretary of State

By: 

**II. SCOPE OF WORK**

Article II, Paragraph b is replace in full as follows:

1. The State will:

b. Withhold from NACOG, federal funds and the obligation authority of federal funds \$614,148.00 in fiscal year 2004 for construction.

**EXCEPT AS AMENDED Herein**, All other terms and conditions of the original Agreement remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF ST. JOHNS

STATE OF ARIZONA  
Department of Transportation

By   
CRISTIAN PATTERSON  
Mayor

By   
DALE BUSKIRK, Division Director  
Transportation Planning Division

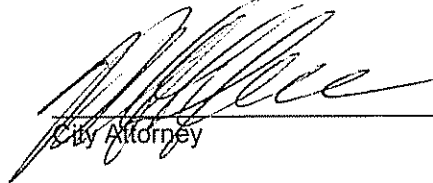
ATTEST

By   
BETTY CLANTON  
City Clerk

APPROVAL OF THE CITY OF ST. JOHNS

I have reviewed the above referenced proposed intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF ST. JOHNS and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 02 day of NOVEMBER, 2004.

  
\_\_\_\_\_  
City Attorney

City Attorney Mitch Platt cited Section 2.2 D Cooperative Purchasing: In the event of a purchase made by, through or with the U.S. Government, State of Arizona or its political subdivisions, purchases or award of such contracts for services or materials may be made without an additional bidding process.

City Manager Eric Duthie gave recognition to Mr. Ramsey for using this process with Yavapai County since Mohave had been the bid collection point in the State until being stopped by the Department of Housing for inappropriate bidding procedures.

Councilman Rothlisberger asked if the purchase amount was in the budget. He also asked the life of the piece of equipment the City will be getting.

Mr. Ramsey said this purchase had been budgeted. Mr. Ramsey said the Caterpillar that the City had last much longer than the John Deere equipment and required less maintenance. He said he did not know how long this backhoe would last, but the last one lasted 15 years.

Councilman Rothlisberger asked if this price met expectations.

Mr. Ramsey said it did.

## **MOTION**

Motion was made by Councilman Long to approve the purchase of a Cat backhoe for \$70,507.85 using the Cooperative Purchasing procedure with Yavapai County. Motion was seconded by Councilman Rothlisberger, with voting unanimously in favor. Motion carried 5-0.

## **13. APPROVAL OF BID FOR 4<sup>TH</sup> NORTH OVERLAY PROJECT. PUBLIC WORKS DIRECTOR PAUL RAMSEY.**

Mr. Ramsey said that the City had received three bids for the 4<sup>th</sup> North, 7<sup>th</sup> South, and 13<sup>th</sup> West Overlay Project as follows:

Linden Pearce Construction	\$299,191.80
Surface Contracting	253,870.80
Hatch Construction	243,500.50

Staff recommends awarding the contract to the lowest responsible bid: Hatch Construction. Mr. Ramsey said he has a lot of confidence in Hatch Construction.

Mr. Ramsey said the City has \$416,000 to spend on this project. Since Hatch Construction bid less, that will leave \$172,499.50 that can be converted to a different project. He said he is checking with ADOT to see if the present contractor can be used for the project using the additional funds without going out to bid. He mentioned using the money to build sidewalks, gutters and curbs along the same route.

Councilman Frazier asked who was furnishing the material for Show Low Construction, Highway 191 project.

Mr. Ramsey said he thought it was Brimhall. He said Hatch has their own material.

### **MOTION**

Motion was made by Councilman Frazier to award the bid to Hatch Construction for \$243,500.50 to do the overlay on 4<sup>th</sup> North, 7<sup>th</sup> South and 13<sup>th</sup> West.

### **DISCUSSION**

Councilman Long asked if it would be a 2 inch overlay.

Mr. Ramsey said it would.

Mr. Duthie asked Mr. Ramsey to describe the roadway that will be overlaid.

Mr. Ramsey said it would run along 4<sup>th</sup> North starting at 2<sup>nd</sup> West and proceeding to 13<sup>th</sup> West then along 13<sup>th</sup> West south to the taper near Cleveland. The project will stop shortly before Cleveland then pick up on the other side on 13<sup>th</sup> West. The project will turn onto 7<sup>th</sup> South and end at the highway.

Mayor Patterson asked if there would be any ribbon curbing as the additional project.

Mr. Ramsey said it would be sidewalks, gutters and curbs.

Mayor Patterson asked which would be done first.

Mr. Ramsey said the overlay would.

Mayor Patterson asked how wide the City roadways are.

Mr. Ramsey said some are 24' and some are 35'.

Mayor Patterson said he was digressing but he had attended a Planning and Zoning meeting and heard a speaker say that the problem of speeding had been addressed several ways with narrowed streets accomplishing the most.

Mr. Ramsey said an issue that needs to be addressed is defining the edge of roadways.

### **MOTION SECONDED**

Motion was seconded by Councilman Lee.

### **DISCUSSION**

Councilman Frazier asked for an update on plans for Water Street.

Mr. Ramsey said Water Street will be paved as soon as the improvements to the sewer system have been made. He said the crew is working on replacing all the orangeburg pipe with plastic.

Councilman Lee complimented Mr. Ramsey and his crew for the work they are doing.

#### **VOTE ON MOTION ON THE FLOOR**

Voting was unanimous for the motion on the floor. Motion carried 5-0.

#### **14. CITY MANAGER EVALUATION. EXECUTIVE SESSION. MAYOR CRISTIAN PATTERSON**

##### **MOTION**

Motion was made by Councilman Frazier to go into executive session pursuant to A.R.S. 38-431.03, A.1 for the City Manager's evaluation. Those to be in attendance are: Councilmembers, City Manager and City Attorney. The City Attorney is to take the minutes. Motion was seconded by Councilman Rothlisberger, with voting unanimously in favor. Motion carried 5-0.

Open meeting closed at 7:20 p.m.

Open meeting re-opened at 8:27 p.m.

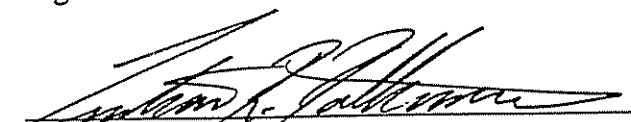
##### **ADJOURNMENT**

##### **MOTION**

Motion to adjourn was made by Councilman Rothlisberger, seconded by Councilman Long, with voting unanimously in favor. Motion carried 5-0.

Meeting adjourned at 8:30 p.m.

Signed:

  
\_\_\_\_\_  
Mayor Cristian R. Patterson

ATTEST:

  
\_\_\_\_\_

**TECHNICAL SPECIFICATION**  
**4<sup>TH</sup> NORTH – 13<sup>TH</sup> WEST – 7<sup>TH</sup> SOUTH OVERLAY PROJECT**

**TABLE OF CONTENTS**

- 1.1 GENERAL DESCRIPTION
- 1.2 SCOPE OF WORK
- 1.3 CONSTRUCTION SURVEY
- 1.4 INSPECTION AND TESTING
- 1.5 MILLING, GRADING AND COMPACTION
- 1.6 AGGREGATE BASE COURSE
- 1.7 ASPHALTIC CONCRETE PAVING
- 1.8 MATCHING EXISTING PAVEMENT
- 1.9 CLEAN-UP
- 1.10 TRAFFIC CONTROL AND SAFETY
- 1.11 ATTACHMENTS

**TECHNICAL SPECIFICATION**  
**4<sup>TH</sup> NORTH – 13<sup>TH</sup> WEST – 7<sup>TH</sup> SOUTH OVERLAY PROJECT**

**1.1 GENERAL DESCRIPTION**

The proposed project is for a 2" asphaltic concrete pavement to be placed over existing City of St. Johns streets including sections of 4<sup>th</sup> North, 13<sup>th</sup> West, and 7<sup>th</sup> South streets.

**1.2 SCOPE OF WORK**

The project scope includes placing a 2" overlay on approximately 14,600 feet of existing City of St. Johns streets. The streets vary somewhat in width. It is the intent of the Owner (City of St. Johns) to place 2" of asphalt on 4<sup>th</sup> North Street from 2<sup>nd</sup> West to 13<sup>th</sup> West, on 13<sup>th</sup> West Street from 4<sup>th</sup> North to 7<sup>th</sup> South, and on 7<sup>th</sup> South Street from 13<sup>th</sup> West to the intersection with the existing Springerville Highway. Depending upon pricing and other considerations, the Owner may elect to add to or delete from the scope of work.

The Contractor shall apply a prime coat on all base courses under asphalt concrete paving. The prime coat shall be applied at the rate of 0.25 gallons per square yard and shall meet the requirements of the Asphalt Institute.

The Contractor shall apply a tack coat over all existing asphalt paving. The tack coat shall consist of an emulsion, SS-1h, CSS-1h or QS-h diluted in the proportion of 50 percent water and 50 percent emulsion and applied at the rate of approximately 0.05 to 0.10 gallons per square yard.

The Contractor shall place and compact a 2" layer of asphaltic concrete paving over the specified areas as shown on the attached drawing. The asphalt mix design shall be approved by A.D.O.T.

The Contractor shall apply a seal coat to all finished asphalt surfaces.

**1.3 CONSTRUCTION SURVEYING**

The Contractor is to place the overlay as per the attached drawing. The Owner shall be responsible for supplying to the Contractor finish grades and for raising the elevation of the existing manholes, handholes, valve covers, etc. to the finished grade elevation. The Contractor and the Owner must coordinate these activities so as to not impact the schedule or quality of work.

**1.4 INSPECTION AND TESTING**

The Owner shall be responsible for all inspection and testing of the subbase, aggregate base, prime coat, fog seal, and asphaltic concrete.

**1.5 MILLING, GRADING, AND COMPACTION**

The Contractor shall be responsible for milling, grading, and compaction activities to meet grades and densities specified by the Owner.



**TECHNICAL SPECIFICATION**  
**4<sup>TH</sup> NORTH – 13<sup>TH</sup> WEST – 7<sup>TH</sup> SOUTH OVERLAY PROJECT**

**1.6     AGGREGATE BASE COURSE**

Any required aggregate base course shall be supplied by the Owner or by a subcontractor designate by the Owner.

**1.7     ASPHALTIC CONCRETE PAVING**

Prior to the commencement of the project, the Contractor shall supply to the Owner, a mix design approved by A.D.O.T. The Contractor shall be responsible for applying the necessary prime or tack coats, placing a 2" layer of asphalt pavement, and for applying a fog seal 7 days after the completion of paving.

The Contractor shall be responsible for ensuring the asphalt is delivered in covered trucks to ensure sufficient temperature for placement and compaction.

The Owner shall, at his disgression, test and sample the asphalt to ensure compliance with the specification.

**1.8     MATCHING EXISTING PAVEMENT**

The Contractor shall provide smooth transitions between the new pavement and existing pavement per the attached drawing. These transition points include all intersections with existing paving and existing concrete curbing.

**1.9     CLEANUP**

The Contractor shall clean up the job site prior to acceptance of the work. All dirt, spoil and construction-related debris shall be removed, and the entire site shall present a clean, workman-like appearance.

**1.10    TRAFFIC CONTROL AND SAFETY**

The Contractor shall be responsible for the safe, orderly passage of traffic, both pedestrian and vehicular, during the project. Prior to leaving the work site, the Contractor shall ensure that adequate traffic control signage and barricading is in place. This project passes through both residential and commercial areas. It is incumbent upon the Contractor to communicate with the property owners throughout the construction process.

The Contractor shall coordinate the work with the Owner throughout the entire project.



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

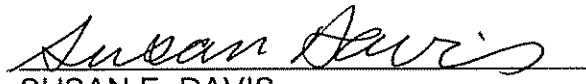
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-1032TRN (**JPA 03-051, Amendment One**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 15, 2004

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:mjf  
Attachment  
877079